

REMARKS

Reconsideration and allowance of the above referenced application are respectfully requested.

Initially, the examiner is thanked for the call back on March 3, 2008. During that call, we discussed the status of the restriction, and also my contention that the action was improperly made final. It was agreed that the undersigned would file a response, and that the examiner would reconsider these issues upon receipt of the response.

I. Request for withdrawal of finality of official action

With all due respect, this official action was improperly made final. Certain claims were not changed in scope, but were only amended into independent form. For example, claim 8 was amended into independent form to include the limitations of claims 1 and 5 therein. Accordingly, this claim has the scope of the original claim 8.

However, even though the scope of claim 8 was not changed, a wholly new reference was cited against this application, and the Official action was made final. The rejection states that applicants amendment necessitated the new ground rejection. However, this is not accurate. In fact, applicant only amended certain claims into independent form, and in so doing, did not change their scope.

MPEP 706.07(a) clearly states that

"a second or any subsequent actions... will not be made final if it includes a rejection, on newly cited art... of any claim not amended by applicant...".

Since claim 8 was not amended to change its scope, it was not “amended by applicant”. A new reference was cited by the office. This combination means, per MPEP 706.07(a) that the rejection was improperly made final.

Accordingly, with all due respect, this action was improperly made final. A withdrawal of the finality is respectfully requested. Of course, this request becomes moot if this amendment results in allowance of the claims, as applicant believes that it should.

II. Restriction response

In addition, applicant filed a response to restriction on August 16, 2007, electing group 1 claims, but doing so with traverse. That traverse stated that additional claims 38-44, 40-45 and 59-61 were not being properly restrictable from group 1 or were within the elected group. With all due respect, the final official action did not address the traversal of restriction. Moreover, even though none of these restricted claims were canceled, the final official action refers only to the elected claims as being pending in the case.

The election and grouping of claims is still respectfully traversed force the same reasons as those previously set for in the August 16, 2007 paper.

III. Rejection of claims

Claims 2-16, 18-19 and 22-32 stand rejected under 35 USC 102b as allegedly being anticipated by Rackson. This contention is respectfully traversed, and for

reasons set forth herein, the rejection does not meet the patent office's burden of providing a *prima facie* showing of unpatentability.

In accordance with *Graham v John Deere*, a brief discussion of the scope and contents of Rackson will first be provided.

Rackson teaches a multiple auction coordination service. A user can specify parameters of an item for sale, and put those items for sale on multiple different auction sites. Bidders can submit offers for the items. Rackson describes a remote auction service that allows communicating with other auction sites like eBay. This allows a user to coordinate bidding on items and selling items. Paragraphs 60 and 61 describe how a seller can list their item for sale at multiple different auction sites.

Paragraph 67 describes how when someone places a bid, it can be detected by the system, which can send an email notification message that a bid has been placed or detected. This is a notification of the bid being placed (which "causes bidders or the seller to be notified of bids for the item", see paragraph 67), not a way to interact with the webpage on the auction site .

Rackson, in fact, describes receiving bids through an Internet-based interface; see paragraph 108. It describes sending e-mails to bidders saying things like we notice that you did not win the auction, paragraph 109. It also describes a local auction functionality in paragraph 110. However, Rackson does not disclose receiving bids by email and sending outbid notices by email, as claimed.

Having described the scope and contents of the prior art, the differences between the prior art and the claims that issue are easy to see. Claim 8, for example, describes "an information translating part associated with said Web server which receives e-mail messages and translates said e-mail messages into a form which can

interact with said webpage being produced by said Web server". That is, claim 8 allows the bidder to send e-mails to interact with the Web server that produces the webpage. Claim 8 defines that the Web server hosts auctions of items for sale and maintains auction bids on those items for sale. Rackson does not teach, suggest or disclose anything about sending an e-mail into a form that can interact with the webpage being produced by the Web server. Claim 8 also requires that the information translating part also sends e-mail messages that indicate that the user has been outbid on an item.

That is, according to claim eight, a person who only has an email capable device, e.g., a device that can only send, for example text based messages like a cell phone or pager or the like, can still wholly interact with the Web server that produces and hosts auctions of items for sale and maintains auction bids for sale over the Internet. This claimed system avoids what would otherwise require the user to get Internet access to interact with the Internet webpage. Rather, the user can send e-mails that are translated into a form that can interact with the webpage, and can receive e-mails from the Web server indicating items on which the user has been outbid. This system becomes a wholly e-mail based interface to the "web server... that hosts auctions of items for sale and maintains auction bids for items for sale over the Internet".

With all due respect, therefore, claim 8 defines a system that allows e-mail interface to a Web server hosting of auctions. Nothing in the cited prior art suggests this. In fact, as described above, Rackson uses a web based interface to the disclosed auction serving system. There is no disclosure whatsoever of the combination of claim 8 with its information translating part that receives e-mail messages, translates them

into a form that can interact with the webpage, and sends e-mail messages about items on which the user has been outbid.

Claims 2-4 define thin clients (cell phone, pager) that can be used to bid on Internet-based auctions. For example, these devices can be used to place a bid on items for sale over the Internet. This can be done without requiring that thin client to be able to host or display a webpage. Rather, the client needs to be able to send e-mail messages, something that virtually every cell phone can do. The rejection states that paragraphs 55-57 described the use of a cellular phone for sending these e-mails, however there is no disclosure in Rackson of the cell phone sending e-mails to a remote auction server.

Rackson has no disclosure or suggestion about the "information translating part that can translate e-mail messages into a form that can interact with said web page being produced by said web server" in combination with sending "email messages ... about items ... on which items a user has been outbid". This claimed system allows a wholly email based interface to a web server. Therefore, claim 8 produces significant advantages over Rackson, who teaches no way that an e-mail-only client could interact with such a Web server to send bids by email thereto, and receive outbid notifications by email therefrom. Claim 8 should hence be allowable along with claims 2-7 and 9-16, and 18 which depend therefrom.

The dependent claims should also be allowable on their own merits. Claims 10 and 12 defines a session identification indicator as part of the plain text messages. Rackson has nothing about such session identification. The rejection refers to the session identification are in as being in paragraphs 30-34, the summary of the invention

section of Rackson. With all due respect, this says nothing about any kind of session identification.

Claim 15 defines sending a new bid by e-mail, something that is not possible using Rackson, and is completely patentable thereover.

Claim 18 defines a second e-mail about interaction with the webpage. Rackson teaches nothing about ANY email interacting with the webpage, and with all due respect, therefore, claim 18 which defines a second email interaction, is even further patentable thereover.

Claim 22 should also be allowable: as claim 22 requires producing a webpage, and receiving an e-mail message with instructions to interact with the webpage. As described above, this is in no way taught or suggested by the cited prior art which has nothing about interacting with a webpage.

For all of these reasons, all of these claims should be allowable.

It is believed that all of the pending claims have been addressed in this paper. However, failure to address a specific rejection, issue or comment, does not signify agreement with or concession of that rejection, issue or comment. In addition, because the arguments made above are not intended to be exhaustive, there may be reasons for patentability of any or all pending claims (or other claims) that have not been expressed. Finally, nothing in this paper should be construed as an intent to concede any issue with regard to any claim, except as specifically stated in this paper, and the amendment of any claim does not necessarily signify concession of unpatentability of the claim prior to its amendment.

Therefore, and in view of the above amendments and remarks, all of the claim

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should be in condition for allowance. A formal notice to that effect is respectfully solicited.

Please charge any fees due in connection with this response to Deposit Account No. 50-1387.

Respectfully submitted,

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